

triloba), had been substituted in whole or in part for rubbed sage, which the article purported to be.

Misbranding was alleged for the reason that the statement, to wit, "Rubbed Sage," borne on the package containing the article, regarding the article and the ingredients and substances contained therein, was false and misleading in that it represented that the said article consisted of rubbed sage, a variety of sage known as *Salvia officinalis*, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it was rubbed sage, whereas, in truth and in fact, it was not rubbed sage, but was a product composed in whole or in part of Greek sage, a variety of sage known as *Salvia triloba*. Misbranding was alleged for the further reason that the article was a product composed in whole or in part of Greek sage, a variety known as *Salvia triloba*, prepared in imitation of rubbed sage, a variety known as *Salvia officinalis*, and was offered for sale under the distinctive name of another article, to wit, rubbed sage.

On November 14, 1921, a plea of nolo contendere to the information was entered on behalf of the defendant company, and the court imposed a fine of \$10 and costs.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

9989. Adulteration and misbranding of olive oil. U. S. * * * v. 23
Cans of * * * Olive Oil * * *, et al. Default decrees of
condemnation, forfeiture, and sale. (F. & D. Nos. 15133, 15230, 15346.
 I. S. Nos. 8491-t, 8492-t, 8493-t, 8498-t, 8499-t. S. Nos. E-3426, E-3469,
 E-3472, E-3559.)

On July 13 and 23 and August 25, 1921, respectively, the United States attorney for the District of Maryland, acting upon reports by the Secretary of Agriculture, filed in the District Court of the United States for said district libels for the seizure and condemnation of 66 quart cans, 69 half-gallon cans, and 10 gallon cans of alleged olive oil, consigned between the dates May 4 and June 16, 1921, remaining in the original unbroken packages at Baltimore, Md., alleging that the article had been shipped by Scaduto & Co., New York, N. Y., and transported from the State of New York into the State of Maryland, and charging adulteration and misbranding in violation of the Food and Drugs Act, as amended. A portion of the article was labeled in part, (cans) "Fontanella Brand Olio Finissimo * * *." The remainder of the article was labeled in part, (cans) "Pure Olive Oil Sanzio Brand * * *."

Adulteration of the Sanzio Brand was alleged in the libels for the reason that a substance, cottonseed oil, had been mixed and packed therewith so as to reduce and lower and injuriously affect its quality and strength and had been substituted wholly or in part for the said article, and for the further reason that it was mixed in a manner whereby damage or inferiority was concealed. Adulteration was alleged with respect to a portion of the said Sanzio Brand for the further reason that it was sold under and by a name recognized in the United States Pharmacopœia and differed from the standard of strength, quality, and purity as determined by the test laid down in the said Pharmacopœia, official at the time of investigation.

Misbranding was alleged in substance for the reason that the statement, to wit, "Pure Olive Oil Sanzio Brand * * * This Olive Oil Is Guaranteed To Be Absolutely Pure Under Chemical Analysis And Excellent For Medical And Table Use * * * Half Gallon" or "One Quart," together with similar statements in Italian and the design or device of a cut showing a foreign scene with respect to the Sanzio brand oil, and the statement "One Gallon," with respect to the Fontanella brand oil, borne on the respective labels of the cans

containing the said article, regarding the article or the ingredients and substances contained therein, were false and misleading and deceived and misled the purchaser. Misbranding was alleged with respect to the article involved in all the consignments for the further reason that the said article was food in package form, and the quantity of the contents was not plainly and conspicuously marked on the outside of the package. Misbranding of the Sanzio Brand was alleged for the further reason that it was an imitation of, and was offered for sale under the distinctive name of, another article. Misbranding was alleged with respect to a portion of the Sanzio Brand for the further reason that it purported to be a foreign product when not so.

On October 1, 1921, no claimant having appeared for the property, judgments of condemnation and forfeiture were entered, and it was ordered by the court that the product be relabeled and sold by the United States marshal.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*

**9990. Adulteration and misbranding of cottonseed meal. U. S. * * *
v. Empire Cotton Oil Co., a Corporation. Plea of guilty. Fine,
\$100. (F. & D. No. 9305. I. S. No. 2866-p.)**

On February 18, 1919, the United States attorney for the Northern District of Georgia, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Empire Cotton Oil Co., a corporation, Atlanta, Ga., alleging shipment by said company, on or about January 23, 1918, in violation of the Food and Drugs Act, from the State of Georgia into the State of South Carolina, of a quantity of cottonseed meal which was adulterated and misbranded.

Analysis of a sample of the article by the Bureau of Chemistry of this department showed that it contained approximately 34.1 per cent of protein and approximately 14.48 per cent of crude fiber. Examination of a sample by said bureau showed that it contained at least 30 per cent of cottonseed hulls.

Adulteration of the article was alleged in the information for the reason that cottonseed hulls had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength and had been substituted in part for "Cotton Seed Only," which the said article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Guaranteed Analysis Protein 36.00% * * * Fibre 10.00% * * * Ingredients:—Cotton Seed Only," borne on the tags attached to the sacks containing the said article, regarding it and the ingredients and substances contained therein, were false and misleading in that the said statements represented that the article contained not less than 36 per cent of protein and not more than 10 per cent of fiber, and that it was composed wholly of cotton seed, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it contained not less than 36 per cent of protein and not more than 10 per cent of fiber and that it was composed wholly of cotton seed, whereas, in truth and in fact, the said article contained less than 36 per cent of protein and contained more than 10 per cent of fiber, to wit, approximately 34.1 per cent of protein and approximately 14.48 per cent of fiber, and the said product was not composed wholly of cotton seed, but was composed in part of added cottonseed hulls.

On October 18, 1921, a plea of guilty to the information was entered on behalf of the defendant company, and the court imposed a fine of \$100.

C. W. PUGSLEY, *Acting Secretary of Agriculture.*